



DAVID E. JANSSEN
Chief Executive Officer

County of Los Angeles CHIEF EXECUTIVE OFFICE

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LOS ANGELES, CALIFORNIA 90012
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July 31, 2007

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
Fourth District

MICHAEL D. ANTONOVICH
Fifth District

Dear Supervisors:

**DEPARTMENT OF PUBLIC WORKS: LOCAL STREETS AND ROADS
NEEDS ASSESSMENT STUDY
COUNTY OF LOS ANGELES-COUNTY ENGINEERS ASSOCIATION OF
CALIFORNIA COOPERATIVE AGREEMENT
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and instruct the Chairman of the Board to sign the cooperative Agreement with the County Engineers Association of California covering the development and preparation of a Statewide Local Streets and Roads Needs Assessment Study. The estimated cost to complete this Study is \$500,000, with the County to finance one-half of the cost, up to a maximum contribution of \$250,000.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to enter into an Agreement with the County Engineers Association of California (CEAC) to provide funding for the development and preparation of a Statewide Local Streets and Roads Needs Assessment Study (Study), which is estimated to cost \$500,000, with the County financing one-half of the cost, up to a maximum contribution of \$250,000. CEAC is the lead agency for the development

and preparation of a Statewide Local Streets and Roads Needs Assessment Study. CEAC will administer the Request for Proposal and consultant selection process and will administer the consultant contract for the Study. The Department of Public Works has agreed to be the Project Manager for the Study. The goal of the Study is to provide a comprehensive and systematic assessment of pavement and nonpavement transportation needs on the city street and county road system in California.

The Study will enhance the ability of policymakers and the public to make informed decisions about the allocation of future transportation revenues. The County would significantly benefit from any future revenues for local streets and roads based upon current distribution formulas.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Fiscal Responsibility (Goal 4) and Community Services (Goal 6). This Study will be used to enhance ongoing discussions at the State level regarding the needs of the local street and road system and the additional funding required to fulfill those needs. With additional State resources, the Department of Public Works will be able to solve more local transportation needs which will result in an increase in the quality of life for residents of Los Angeles County.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

The estimated cost to complete this Study is \$500,000, with the County to finance one-half of the cost, up to a maximum contribution of \$250,000. CEAC will enter into separate financial arrangements with other cities and counties in California to secure financing for the cost of the Study in excess of the County's contribution. The necessary funds are available in the Fiscal Year 2007-08 Road Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached Agreement has been approved by County Counsel. This proposal is authorized and provided for by the provisions of Article 19, Section 1, of the State Constitution, authorizing the use of gas tax funds for the research and planning of public streets and highways.

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ENVIRONMENTAL DOCUMENTATION

In accordance with Section 15378(b)(4) of the State of California Environmental Quality Act Guidelines (CEQA), approval of the recommended action does not constitute a project and, hence, is not subject to the requirements of CEQA.

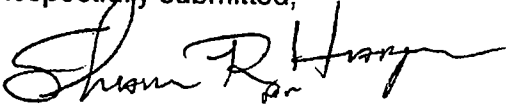
IMPACT ON CURRENT SERVICES (OR PROJECTS)

This action will result in no impact to current services or projects. The proposed Study is needed and of general County interest.

CONCLUSION

Please return one adopted copy of this letter and one original of the Agreement to the Department of Public Works, Programs Development Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David E. Janssen", written over a horizontal line.

DAVID E. JANSSEN
Chief Executive Officer

DEJ:DLW
SA:re

Attachment

c: County Counsel
Department of Public Works (Budget/Fund Management, Fiscal)

AGREEMENT

THIS AGREEMENT, made and entered into by and between the County Engineers Association of California (hereinafter referred to as CEAC), and the County of Los Angeles, a political subdivision of the State of California (hereinafter referred to as COUNTY):

WITNESSETH

WHEREAS, CEAC will serve as the lead agency for the development and preparation of a Statewide Local Streets and Roads Needs Assessment Study (hereinafter referred to as STUDY); and

WHEREAS, STUDY will provide a comprehensive and systematic assessment of pavement and nonpavement transportation needs on the city street and county road system, which represents eighty-two percent (82%) of California's maintained miles; and

WHEREAS, STUDY will enhance the ability of policy makers and the public to make informed decisions about the allocation of future revenues; and

WHEREAS, STUDY is of general interest to COUNTY and CEAC; and

WHEREAS, CEAC is willing to issue the Request for Proposals (RFP), enter into a contract with a consultant, and provide monthly progress payments to the consultant contractor based upon invoices approved by COUNTY; and

WHEREAS, COUNTY is willing to act as Project Manager for STUDY, including the review of the consultant's work product and approval of progress payments to the consultant; and

WHEREAS, COST OF STUDY (as defined herein below) includes the costs of the consultant contract to perform STUDY; and

WHEREAS, COST OF STUDY is currently estimated to be Five Hundred Thousand and 00/100 Dollars (\$500,000.00); and

WHEREAS, COUNTY is willing to finance one-half of COST OF STUDY, up to a maximum amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00); and

WHEREAS, CEAC is further willing to enter into separate financing arrangements with other cities and counties in California to secure financing for COST OF STUDY in excess of COUNTY'S contribution; and

WHEREAS, Article 19, Section 1, of the State Constitution authorizes the use of gas tax funds for the research and planning for public streets and highways, including the administrative costs necessarily incurred therein.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by CEAC and COUNTY and of the promises herein contained, it is hereby agreed as follows:

(1) DEFINITIONS:

The "COST OF STUDY", as referred to in this AGREEMENT, shall include the cost of the consultant contract, consisting of the total of all payments to the consultant for STUDY.

(2) COUNTY AGREES:

- a. To finance one-half of COST OF STUDY, up to a maximum amount of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00), the actual amount of which is to be determined by a final accounting of COST OF STUDY.
- b. To deposit with CEAC, upon execution of this AGREEMENT, Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00) to finance one-half of the estimated COST OF STUDY.
- c. To act as Project Manager for STUDY, to review work performed by the consultant contractor, and to approve monthly invoices submitted by the consultant for STUDY. Such work will be performed at COUNTY expense.

(3) CEAC AGREES:

- a. To issue the RFP, enter into a contract with a consultant, and provide monthly progress payments to the consultant contractor based upon invoices approved by COUNTY. Such work will be performed at CEAC expense.
- b. To require, in the consultant contract for STUDY, that the consultant contractor indemnify, defend and save harmless the COUNTY, CEAC, the League of California Cities, and the California State Association of Counties, their members, agents, officers, and employees from and against any claims, demands, liability, damages, costs, and expenses, including, without limitation, involving bodily injury, death, or personal injury of any person or property damage of any nature whatsoever, arising from or related to any alleged willful or negligent act, error, or omission of the consultant contractor or any breach of the consultant contract by the consultant contractor.

- c. To require, in the consultant contract for STUDY, that the consultant contractor procure and maintain insurance coverage for comprehensive general liability, workers' compensation and professional liability, naming COUNTY, CEAC, the League of California Cities, and the California State Association of Counties as additional insured.
- d. To secure additional funds to finance COST OF STUDY in excess of COUNTY'S maximum contribution of Two Hundred Fifty Thousand and 00/100 Dollars (\$250,000.00).
- e. To furnish COUNTY, within one hundred twenty (120) calendar days after final payment to the consultant contractor for STUDY, a final accounting statement of all payments to the consultant contractor.

(4) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. That if COUNTY'S share of COST OF STUDY, based upon a final accounting, is less than COUNTY'S deposit as set forth in paragraph (2) b., above CEAC shall refund the difference to COUNTY.
- b. COUNTY shall review the final accounting statement for COST OF STUDY prepared by CEAC and report in writing any discrepancies to CEAC within sixty (60) calendar days after date of said statement.
- c. This AGREEMENT may be amended or modified only by mutual written consent of COUNTY and CEAC. Amendments and modifications of a nonmaterial nature may be made by the mutual written consent of COUNTY'S Director of Public Works and CEAC'S President or their delegates.
- d. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CEAC:

Mr. Mike Crump, President
County Engineers Association of California
Butte County Department of Public Works
7 County Center Drive
Oroville, CA 95965

COUNTY:

Mr. Donald L. Wolfe
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the COUNTY ENGINEERS ASSOCIATION OF CALIFORNIA on JULY 31, 2007, and by the COUNTY OF LOS ANGELES on JULY 31, 2007.

COUNTY OF LOS ANGELES

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By

[Signature]
Deputy



By

[Signature]
Chairman, Board of Supervisors

I hereby certify that pursuant to
Section 25103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Directors

By

[Signature]
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By

[Signature]
Deputy
Mark Yanai

COUNTY ENGINEERS ASSOCIATION OF CALIFORNIA

By

[Signature]
President

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

29

JUL 31 2007

[Signature]
SACHI A. HAMAI
EXECUTIVE OFFICER